



DEPARTMENT OF HUMAN SERVICES

RELEASE DATE: [October 9, 2014](#)

INVITATION FOR BIDS No. IFB HMS-903-15-05-S

SEALED OFFERS FOR

WEB INTEGRATION SERVICES FOR THE HAWAII AUTOMATED NETWORK FOR ASSISTANCE (HANA) SYSTEM AND HAWAII AUTOMATED WELFARE INFORMATION (HAWI) SYSTEM

WILL BE RECEIVED UP TO 2:00 PM (HST) ON

October 23, 2014

IN THE DEPARTMENT OF HUMAN SERVICES, BENEFIT, EMPLOYMENT & SUPPORT
SERVICES DIVISION, 820 MILILANI STREET, SUITE 606, HONOLULU, HAWAII 96813.
DIRECT QUESTIONS RELATING TO THIS SOLICITATION TO GWEN MURASHIGE,
TELEPHONE (808) 586-5236, OR E-MAIL AT GMURASHIGE@DHS.HAWAII.GOV.

Patricia McManaman, Director
Department of Human Services

IFB HMS-903-15-05-S

SECTION ONE
SCOPE OF WORK AND SPECIFICATIONS

1.10 SCOPE OF WORK

The Department of Human Services is seeking a qualified Contractor to design, develop and implement web services transactions that utilize the Department's Service Oriented Architecture (SOA) web services structure. One set of web services transactions are to invoke data look ups in the Hawaii Automated Network for Assistance (HANA) system and return the data to the Electronic Case Folder (ECF) system. The other set of transactions are to perform data look ups in the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) Electronic Disqualified Recipient System (eDRS) and return data to the Hawaii Automated Welfare Information (HAWI) system.

1.20 AUTHORITY

This IFB is issued under the provisions of the Hawaii Revised Statute (HRS), Chapter 103D, and the State Procurement Office's applicable Directives, Circulars, and administrative rules. All prospective Offerors are charged with the presumptive knowledge of all applicable legal authorities. Submission of a valid executed offer by any prospective Offeror shall constitute admission of such knowledge on the part of such prospective Offeror.

Any Agreement arising out of this offer is subject to the approval of the State Department of the Attorney General, as to form and to all further approvals as required by statutes, administrative rule, order, or other directive.

1.30 BACKGROUND INFORMATION

The Department of Human Services (DHS) is the State's second largest department. The Benefit, Employment & Support Services Division (BESSD) of DHS provides a continuum of services aimed at providing clients with assistance for basic needs such as food and shelter, while providing employment, child care and dependency diversion/prevention services to assist clients achieve self- sufficiency.

1.31 BESSD has two major application systems.

1. The HAWI system is the system of record for federal and state financial programs and the Supplemental Nutrition Assistance Program (SNAP). This application system resides on an IBM z mainframe computer running under the Z/OS operating system. The following system software is used by the HAWI system:

| | |
|------------------------|--------------------------------|
| Operating System: | IBM ZOS |
| Transaction Server: | IBM CICS, IBM Host-On-Demand |
| Database: | Software AG ADABAS, IBM DB2 |
| Programming Languages: | IBM COBOL, Software AG Natural |

2. The HANA system is the system of record for the employment and child care services programs. HANA is a web based application that runs on IBM WebSphere Application Server. Although the HANA system maintains its own set of data files, these files are stored in the same ADABAS database instance as HAWI on the IBM z mainframe computer. HANA also interfaces with and shares case information with HAWI. The following system software is used by the HANA system:

| | |
|------------------------|------------------------------------------------------|
| Operating System: | IBM ZOS, |
| Servers: | VMWare ESX Virtual Machines |
| Operating System: | OpenSuSE Linux |
| Web Application: | IBM WebSphere Application Server 8.1 |
| Database: | IBM DB2; Software AG ADABAS/Natural, Entire-X broker |
| Programming Languages: | Java, XML, SOAP |
| Development Tools: | Rational Application Developer |

- 1.32 BESSD has developed web services to transmit data between the mainframe and other web applications that require access to the HAWI database such as the Interactive Voice Response (IVR) system. The web services use the Software AG Entire-X broker software to invoke custom developed Natural programs that retrieve data from the HAWI database, format the retrieved data into XML format and supply the data to the calling host for processing. The following system software is required for BESSD web services:

| | |
|------------------------|------------------------------------------------------|
| Operating System: | OpenSuSE Linux |
| Servers: | VMWare ESX Virtual Machines |
| Web Application: | IBM WebSphere Application Server 8.1 |
| Database: | IBM DB2; Software AG ADABAS/Natural, Entire-X broker |
| Programming Languages: | Java, XML, SOAP |
| Development Tools: | Rational Application Developer |

- 1.33 ECF is an enterprise content management solution built on IBM's FileNet framework. It uses Imagine Solutions Encapture™ tool for the document scanning, and IBM's Datacap for the document extraction and management. ECF is primarily used to capture and review client and case documentation.
- 1.34 eDRS application web services are real-time, application to application interfaces which provides the states information from the Supplemental Nutrition Assistance Program (SNAP) centralized disqualified recipient database. This database contains information of SNAP disqualification records for all fifty states and the three US territories. By law, all states and territories must use eDRS to identify SNAP applicants previously disqualified from SNAP due to intentional program violations. The eDRS application web services are only available using SOAP.

1.40 SERVICE SPECIFICATIONS

1.41 HANA Web Services

Design, develop and implement web service transactions to invoke data look ups in the HANA system and return the data to the ECF system. Transactions include but are not limited to:

1. Client search. Given a combination of search fields such as Last Name, First Name, DOB, Gender, SSN, 10-digit Client ID Number, this transaction will retrieve and return a list of matching client names, in XML format, with the following information:
 - 10-digit Client ID Number
 - Last and First Name
 - Middle Initial, if available

- DOB
 - Gender
 - SSN
 - Referral Case Number
2. Child Care Group Provider search. Given a combination of search fields such as Provider ID Number, Provider Name, Tax Identifying Number (TIN), Service Type, Status Code, this transaction will retrieve and return a list of matching child care provider names relative to the Child Care licensing units, in XML format, with the following information:
 - Provider ID
 - Provider Name
 - TIN
 3. Child Care Caregiver search. Given a combination of search fields such as Last Name, First Name, Caregiver ID Number, SSN/TIN, DOB, Gender, this transaction will retrieve and return a list of matching caregiver names relative to the Child Care licensing units, in XML format, with the following information:
 - Caregiver ID
 - Last and First Name
 - SSN/TIN
 - DOB
 - Gender
 4. HANA Provider Site search. Given a Provider ID Number, this transaction will retrieve and return a list of sites associated with the Provider, in XML format, with the following information for each site:
 - Site ID
 - Site Name
 - License Number
 5. HANA Assigned Group Provider search. Given a HANA User ID, this transaction will return a list of **group** Child Care providers assigned to the HANA User, in XML format, with the following information for each provider:
 - Provider ID
 - Provider Name
 - TIN
 6. HANA Assigned Caregiver search. Given a HANA User ID, this transaction will return a list of **individual** Caregivers assigned to the HANA User, in XML format, with the following information for each caregiver:
 - Caregiver ID
 - Last and First Name
 - DOB
 7. HANA Assigned Client search. Given a HANA User ID, this transaction will return a list of clients assigned to the HANA User, in XML format, with the following information for each client:
 - 10-digit Client ID Number

- Last and First Name
- Middle Initial, if available
- DOB

1.42 eDRS Web Services

Design, develop and implement web service transactions to invoke data look ups in eDRS and return the data to the HAWI system.

1. Transactions include but are not limited to:

- Query by Social Security Number (SSN): Allows querying the eDRS database by a recipient's SSN.
- Query by Name: Allows querying the eDRS database by a recipient's name.
- Disqualification Contact Details: Provides the details of the contacts for the locality within the state that entered the disqualification. This information is used by the requesting state to manually verify the disqualification with the contact person prior to using the information to deny benefits.
- Database Record Count: Provides the number of records in the eDRS database.
- Fiscal Year Data: Provides the number of disqualifications that a state has submitted to eDRS with a decision date within the requested fiscal year.
- Monthly Status Differences: The number of add, change, delete transactions that have been received within the time frame provided from the state.
- Total Disqualifications: The number of disqualifications provided by the state calling the web service to eDRS using a decision date within the timeframe specified.
- Recent Disqualifications: The state disqualification data from eDRS with a decision date between the "from date" and "to date".
- Usage of Entire-X Broker: Entire-X Broker must be used to perform messaging between the DHS web services server. The DHS web services server will be performing all web services calls to the eDRS system. The HAWI mainframe has no access to the Internet.

2. Security and Encryption

- All communication with the eDRS Application Web Services is done over HTTPS using a Secure Socket Layer (SSL).

3. Web Services Fault Tolerance

- Eligibility systems that interface with the eDRS application web services are required to be designed to handle any fault tolerance (non-availability).

4. Error Handling

- eDRS web services utilizes the standard SOAPException for all errors related to web service calls. The eligibility system that interfaces with eDRS through web services need to be able to handle all error exceptions from the web services calls.

1.43 HAWI Modifications

1. Currently, the disqualified recipient data is downloaded from FNS monthly and loaded into the HAWI KHF-DRS-INTERFACE ADABAS database file. This database file is then used by the HAWI system to determine the disqualification of new SNAP clients or SNAP clients who are being recertified.

The following HAWI CICS/COBOL screens needs to be modified to replace the KHF-DRS-INTERFACE database query with the calls to the appropriate eDRS web services. The processing of the data will remain the same.

- Client Inquiry/Registration (CLIR)
 - Client Maintenance (CLIM)
 - Register Client (REAP)
 - Client Profile (CLPR)
 - Disqualified Recipient – Inquiry/History/Update (DIRI, DIRH)
2. Add fault tolerance capability to the HAWI CICS/COBOL screens in case the eDRS application web services system is not available.
 3. Add the necessary error handling capabilities to the HAWI CICS/COBOL screens for error exceptions that may result from calls made to the eDRS web services.

1.44 Installation

Install/configure application and/or database server to facilitate the web services and web application transactions.

1.45 Implementation Schedule

The planned implementation date for User Acceptance Testing is January 5, 2015 and deployment to Production is February 1, 2015.

1.46 Post Development and Production Support

Provide post development and production operational and application support.

1.50 OFFEROR'S QUALIFICATIONS

1.51 Offeror shall have thorough knowledge of the following:

| | |
|------------------------|--------------------------------------------------------------------------------------------|
| Servers: | VMWare ESX Virtual Machines, IBM Z390 Mainframe |
| Operating System: | MS Windows Server, OpenSuSE Linux, IBM ZOS |
| Web Application: | IBM WebSphere Application Server 8.1, IBM Host on Demand |
| Database: | IBM DB2; Software AG ADABAS, Software AG Predict, Entire-X broker |
| Programming Languages: | Java, XML, SOAP, Software AG Natural, IBM CICS, IBM COBOL, IBM TSO/ISPF, Panvalet, and JCL |
| Development Tools: | Rational Application Developer |
| Version Control: | Subversion / GIT |

1.52 Technical Architect/Systems Analyst required knowledge and skills:

- In-depth experience with Internet/web design standards.

- At least five years and current development experience, including analyzing, designing, creating, testing, documenting, and implementing web applications involving use of web services.
- At least five years and current Intel server environment experience.
- At least five years and current Windows, Linux and VMware experience.
- At least five years and current application development experience using Java programming language.
- At least seven years and current application development experience using Natural and COBOL programming languages in an IBM mainframe environment.
- At least seven years and current experience using IBM TSO, IBM ISPF, IBM JCL, and Panvalet.
- At least seven years and current experience in supporting Software AG Adabas DBMS, Entire-X broker.
- At least five years and current web application development experience involving IBM WebSphere Application Server (WAS) environment.
- At least seven years and current application development experience involving IBM mainframe CICS environment and IBM Host on Demand.
- At least seven years and current IBM mainframe environment experience running

1.53 Offeror shall have experience, within the last 5 years or current, with projects of similar scope to that described in the IFB.

1.54 Offeror shall have an office on Oahu from where business is conducted. Oahu-based personnel are required in order to adequately support the expected level of service and problem response required by DHS/BESSD to implement services by January 5, 2015.

1.60 CONTRACT ADMINISTRATOR

For the purposes of this contract, the DHS Contract Administrator will serve as the primary liaison to the Contractor. The DHS Contract Administrator is:

Gwen Murashige
 Department of Human Services
 Benefit, Employment & Support Services Division
 Systems, Operations & Requirements Staff
 Telephone: (808) 586-5236
 Email: gmurashige@dhs.hawaii.gov

1.70 ISSUING OFFICER AND PROJECT COORDINATOR

The individual listed below is the primary point of contact from the date of release of this IFB and during the performance of the Scope of Work of this contract:

Gwen Murashige
 Department of Human Services
 Benefit, Employment & Support Services Division
 Systems, Operations & Requirements Staff
 Telephone: (808) 586-5236
 Email: gmurashige@dhs.hawaii.gov

SECTION TWO

OFFEROR SUBMITTAL AND CONTENT

2.10 OFFEROR'S AUTHORITY TO SUBMIT AN OFFER

The State will not participate in determinations regarding an Offeror's authority to sell a product or service. If there is a question or doubt regarding an Offeror's right or ability to obtain and sell a product or service, the Offeror shall resolve that question prior to submitting an offer. If an Offeror offers a product that meets the specifications, is acceptable and the price submitted is the lowest priced offered, the contract will be awarded to that Offeror.

2.20 CERTIFICATION OF INDEPENDENT COST DETERMINATION

By submission of an offer in response to this solicitation, Offeror certifies as follows:

1. The costs quoted have been arrived at independently, without consultation, communication, or agreement with any other Offeror, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the cost which have been quoted in response to this Solicitation have not been knowingly disclosed by the Offeror prior to award, directly or indirectly, to any other Offeror or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the Offeror to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

2.30 REQUIRED REVIEW

- 2.31 Before submitting an offer, each Offeror must thoroughly and carefully examine this solicitation, any attachment, addendum, and other relevant document, to ensure Offeror understands the requirements of the solicitation. Offeror must also become familiar with State, local and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work required.
- 2.32 It is the intent of the specifications to provide complete coverage of the requirements of the requested services. Should there be any omissions or discrepancies in these specifications, the Offeror shall call the immediate attention of the Issuing Officer, to such omission or discrepancy in advance of the bid opening date so that the necessary corrections may be made. Otherwise, it will be construed that the Offeror fully understands the intent of the specification and shall be expected to perform as if the omissions and discrepancies did not exist.

2.40 OFFER PREPARATION COSTS

Any and all costs incurred by the Offeror in preparing or submitting an offer shall be the Offeror's sole responsibility whether or not any award results from this solicitation. The State shall not reimburse such costs.

2.50 OFFER PREPARATION

- 2.51 **Offer Form, OF-1**. Offeror shall submit its current Federal I.D. No. and Hawaii General Excise Tax License I.D. number in the space provided on Offer Form, page OF-1,

thereby attesting that the Offeror is doing business in the State and that Offeror will pay such taxes on all sales made to the State.

Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the Offer Page OF-1 shall be an original signature in ink. If unsigned or if the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.

- 2.52 **Offer Form, OF-2.** Pricing shall be submitted on Offer Form, page OF-2. The price shall be the all-inclusive cost, including the GET, to the State. No other costs will be honored. Any unit prices shall be inclusive.

2.52.1 Tax Liability. The following information is provided to assist Offerors in determining their tax liability under this solicitation. For additional information and assistance, Offerors may call the State of Hawaii Department of Taxation.

2.52.2 Hawaii Vendors. A vendor doing business in the State of Hawaii, as evidenced by its Hawaii General Excise Tax (GET) license number, is liable for the Hawaii GET, currently either 4% or 4.5%*, and the applicable Use tax, currently 1/2%, resulting from this solicitation. (*Note: The 4.5% GET rate applies to sales made on Oahu only; the 4% GET rate affects the other Islands of Hawaii.)

2.52.3 Tax-Exempt Vendors. If an Offeror is a person exempt by the HRS from paying the GET and Use tax and therefore not liable for the taxes under this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

- 2.53 **Offer Form, OF-3.** References shall be submitted on Offer Form, page OF-3. Offeror shall provide the names of at least three (3) references with whom Offeror has done business in the past (within the last 5 years or current) and who can attest to the quality level and reliability of all aspects of Offeror's work and service. The DHS/BESSD reserves the right to contact these references to verify Offeror's quality level and reliability.

- 2.54 **Knowledge, Skills, Experience.** Offeror shall provide information that clearly demonstrates project personnel meet the required minimum qualifications of knowledge, skills and experience.

- 2.55 **Wage Certificate.** Offeror shall complete and submit a Wage Certificate by which the Offeror certifies that services required will be performed pursuant to §103-55, HRS. Accordingly, Offeror should consider the public sector wage rates and/or benefits when preparing this offer, as applicable.

This certification does not apply to managerial, supervisory, or clerical personnel or for contracts for professional consultant services.

2.60 **OFFER GUARANTY**

An offer guaranty (bid bond) is not required for this IFB.

2.70 CONFIDENTIAL INFORMATION

If an Offeror believes that any portion of the offer contains information that should be withheld as confidential, the Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the offer, be clearly marked, and shall be readily separable from the offer in order to facilitate eventual public inspection of the non-confidential portion of the offer.

Pursuant to Section 3-122-58, Hawai'i Administrative Rules (HAR), the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, Hawai'i Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

2.80 INSTRUCTIONS FOR SUBMITTING OFFER

Offeror shall submit an original and FOUR (4) copies of their offer, one copy to be clearly marked as ORIGINAL and the others as COPY _ OF 4 COPIES. The original shall be signed by a person with authority to commit the Offeror.

The sealed envelope must be clearly marked:

"IFB NO. HMS-903-15-05-S"
Web Integration Services for the HANA and HAWI Systems
(Name of Offeror)

Offers must be received no later than 2:00 p.m. HST on October 23, 2014, whether delivered in person or by United States Postal Service, United Parcel Service, Federal Express or any other mailing method, at the following address:

Department of Human Services
Benefit, Employment & Support Services Division
820 Mililani Street, Suite 606
Honolulu, HI 96813
Attention: Gwen Murashige

Offers received earlier will be held unopened; late offers will be rejected. Offers that do not comply with these requirements shall not be considered. Timely receipt shall be evidenced by the date and time registered by the DHS/BESSD time stamp clock. No offers will be received after the specified date and time. All conditions apply regardless of whether an offer is mailed or hand delivered.

Faxed offers, offers submitted solely on electronic media or offers transmitted via e-mail are not permitted and will not be considered.

2.90 MODIFICATION PRIOR TO SUBMITTAL DEADLINE OR WITHDRAWAL OF OFFERS

The Offeror may modify or withdraw an offer before the due date and time.

2.100 RECEIPT, OPENING, AND RECORDING OF BIDS

Offers will be opened on the date, time and place specified in this Solicitation. All information pertaining to the offers shall be available for public inspection, upon request, after offer opening except to the extent that the Offeror designates trade secrets or other proprietary data to be confidential. Offerors shall ensure that material so designated as confidential is readily separable from the offer in order to facilitate public inspection of the non-confidential portion of the offer. Prices and terms of payment shall be publicly available regardless of any designation to the contrary.

The procurement officer, or designated representative, shall examine the offers to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, such data shall be subject to written determination by the Attorney General for confidentiality. If the Attorney General determines in writing that the material so designated as confidential is subject to disclosure, the Offeror submitting the material under review shall be so notified in writing and the material shall be open to public inspection unless the Offeror protests under HAR chapter 3-126.

SECTION THREE
CONTRACT AWARD AND TERMS

3.10 METHOD OF AWARD

Award, if made, shall be to the responsive, responsible Offeror submitting the lowest Total Contract Cost.

3.20 RESPONSIBILITY OF OFFERORS

Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required, to be compliant with all laws governing entities doing business in the State including the following chapters and pursuant to Hawaii Revised Statutes (HRS) §103D-310(c):

1. Chapter 237, General Excise Tax Law;
2. Chapter 383, Hawaii Employment Security Law;
3. Chapter 386, Worker's Compensation Law;
4. Chapter 392, Temporary Disability Insurance;
5. Chapter 393, Prepaid Health Care Act; and
6. §103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

3.30 Vendor Compliance - Hawaii Compliance Express (HCE).

Vendors may use the HCE, which is an electronic system that allows vendors/contractors/service providers doing business with the State to quickly and easily demonstrate compliance with applicable laws. It is an online system that replaces the necessity of obtaining paper compliance certificates from the Department of Taxation, Federal Internal Revenue Service; Department of Labor and Industrial Relations, and Department of Commerce and Consumer Affairs.

Timely Registration on HCE. Vendors/contractors/service providers intending to use the HCE to demonstrate compliance are advised to register on HCE as soon as possible at <https://vendors.ehawaii.gov>. The annual registration fee is \$12.00 and the 'Certificate of Vendor Compliance' is accepted for the execution of contract and final payment. If a vendor/contractor/service provider is not compliant on HCE at the time of award, an Offeror will not receive the award.

Verification of Compliance on HCE. The State will verify compliance via HCE throughout the term of the contract.

3.40 PROTEST PROCEDURES

Pursuant to HRS §103D-701 and HAR §3-126-3, an actual or prospective Offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the Procurement Officer at:

Procurement Officer DHS/BESSD
820 Mililani Street, Suite 606
Honolulu, HI 96813

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a

protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award or if requested, within five (5) working days after the Procurement Officer's debriefing was completed.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Awards, Notices and Solicitations (PANS), which is available on the SPO website: <http://hawaii.gov/spo2/>.

3.50 APPROVALS

Any agreement arising out of this offer may be subject to the approval of the State Department of the Attorney General, and to all further approvals, including the approval of the Governor, as required by statute, regulation, rule, order, or other directive.

3.60 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract to be signed by the Contractor.

No work is to be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official commencement date.

3.70 NOTICE TO PROCEED

Upon execution of the contract, a Notice to Proceed will be issued. The official commencement date shall be the date specified on the Notice to Proceed.

3.80 TERM OF CONTRACT

The contract shall begin on November 15, 2014 or upon Notice to Proceed, and shall continue through March 31, 2015.

3.90 INSURANCE

Prior to the contract start date, the Contractor shall procure at its sole expense and maintain insurance coverage acceptable to the State in full force and effect throughout the term of the Contract. The Contractor shall provide proof of insurance for the following minimum insurance coverage(s) and limit(s). The type of insurance coverage is listed as follows:

1. Commercial General Liability Insurance

Commercial general liability insurance coverage against claims for bodily injury and property damage arising out of all operations, activities or contractual liability by the Contractor, its employees and subcontractors during the term of the Contract. This insurance shall include the following coverage and limits specified or required by any applicable law: bodily injury and property damage coverage with a minimum of \$1,000,000 per occurrence; personal and advertising injury of \$1,000,000 per occurrence; broadcasters' liability insurance of \$1,000,000 per occurrence; and with an aggregated limit of \$2,000,000. The commercial general liability policy shall be

written on an occurrence basis and the policy shall provide legal defense costs and expenses in addition to the limits of liability stated above. The Contractor shall be responsible for payment of any deductible applicable to this policy.

2. Automobile Liability Insurance

Automobile liability insurance covering owned, non-owned, leased, and hired vehicles with a minimum of \$1,000,000 for bodily injury for each person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage for each accident.

3. Appropriate levels of per occurrence insurance coverage for workers' compensation and any other insurance coverage required by federal or State law.

The Contractor shall deposit with the DHS/BESSD, on or before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the DHS/BESSD that the provisions of the Contract have been complied with, and to keep such insurance in effect.

The Contractor will immediately provide written notice to the DHS/BESSD should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

The certificates of insurance shall contain the following clauses:

1. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

Failure of the Contractor to provide and keep in force such insurance shall constitute a material default under the Contract, entitling the State to exercise any or all of the remedies provided in the Contract (including without limitation terminating the Contract). The procuring of any required policy or policies of insurance shall not be construed to limit the Contractor's liability hereunder, or to fulfill the indemnification provisions of the Contract. Notwithstanding said policy or policies of insurance, the Contractor shall be responsible for the full and total amount of any damage, injury, or loss caused by the Contractor's negligence or neglect in the provision of services under the Contract.

3.100 INVOICING AND PAYMENT

The Contractor shall submit an original invoice to the DHS Contract Administrator. HRS §103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

Only services that have been satisfactorily delivered to and accepted by the State shall be paid for in accordance with statute.

3.110 OFFICE LOCATION

The Contractor shall be required to have an office location on the island of Oahu, Hawaii from which the Contractor conducts its business and where it can be reached by telephone on matters, which require immediate attention.

3.120 COMPLIANCE WITH LAWS, ORDINANCES, AND REGULATIONS

The Contractor shall comply with all federal, state, and local laws or ordinances of any kind pertaining, but not limited, to permits, licensing, safety, work and labor, employees, wages and payroll, withholding and other taxes, and materials, and shall indemnify and save the State harmless against any claim arising from the violation of any such laws or ordinances.

3.130 CONFIDENTIALITY INFORMATION

The Contractor agrees that all information, records, and data collected in connection with the IFB and/or contract shall be protected from unauthorized disclosures. In addition, Contractor agrees to safeguard the confidentiality of applicant and recipient information.

3.140 SUBCONTRACT

No work or services in whole or in part shall be subcontracted by the Contractor without prior approval from the Project Coordinator of this contract.

3.150 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.160 LIQUIDATED DAMAGES

Refer to Section 9 of the AG General Conditions, Form AG-008, or as amended. Liquidated damage is fixed at the sum of \$500 per calendar day for any failure of the Contractor to perform in whole or in part any of its obligations relating to the requirements of the IFB. Liquidated damage, if assessed, may be deducted from any payments due or to become due to the Contractor.

**OFFER FORM
OF-1**

Web Integration Services for the HANA and HAWI Systems
STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
IFB HMS-903-15-05-S

Procurement Officer
Department of Human Services
State of Hawaii
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Federal I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____ **
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

OFFER FORM OF-2

SECTION 1 HANA WEB SERVICES

| | |
|----------------------------------------------|----|
| Design, development, implementation, support | \$ |
|----------------------------------------------|----|

SECTION 2 HAWI WEB SERVICES

| | |
|----------------------------------------------|----|
| Design, development, implementation, support | \$ |
|----------------------------------------------|----|

| | |
|----------------------------|-----------|
| TOTAL CONTRACT COST | \$ |
| Section 1 + Section 2 | |

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Offeror _____

Name of Company

**OFFER FORM
OF-3**

OFFEROR REFERENCES

Name, address and contact information of 3 customers for which the Offeror has provided services similar to those requested in the IFB. All work must have been performed within the last 5 years or current.

1. Name:

Address:

Title:

Current Phone Number:

Work Performed:

Schedule and Actual Completion Date:

2. Name:

Address:

Title:

Current Phone Number:

Work Performed:

Schedule and Actual Completion Date:

3. Name:

Address:

Title:

Current Phone Number:

Work Performed:

Schedule and Actual Completion Date:

WAGE CERTIFICATE

Subject: Project No. IFB HMS-903-15-05-S

Description of Project: Web Integration Services for the HANA and HAWI Systems

Pursuant to §103-55, HRS, I hereby certify that, if awarded a contract in excess of \$25,000.00, the services to be performed will be performed in accordance with the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than wages paid to the public officers and employees for similar work, if similar positions are listed in the classification plan of the public sector.
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

CONTRACTOR shall be obliged to notify its employees performing work under this contract of the provisions of §103-55, HRS, and the current wage rate for public employees performing similar work. The CONTRACTOR may meet this obligation by posting a notice to this effect in the CONTRACTOR's place of business accessible to all employees, or the CONTRACTOR may include such notice with each paycheck or pay envelope furnished to the employee

I understand that, in addition to the base wages required by §103-55, HRS, all payments required by federal and state laws that employers must make for the benefit of their employees shall be paid.

Offeror: _____

Signature: _____

Title: _____

Date: _____

GENERAL CONDITIONS AG-008 103D (10/17/2013)

Printable and Viewable through the following link:

<http://hawaii.gov/forms/internal/departments-of-the-attorney-general/103d/view>